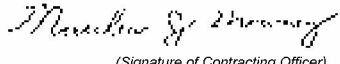


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 69	
2. CONTRACT NUMBER 68HERC19D0003		3. SOLICITATION NUMBER 68HE0C18R0011		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/29/2018	
6. REQUISITION/PURCHASE NUMBER See Schedule		7. ISSUED BY CPD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)							
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Clare Hingsbergen		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.		C. E-MAIL ADDRESS hingsbergen.clare@epa.gov	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	7	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	47
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	10	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	71
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	12	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	13	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	14	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	26				

OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 180 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR ICF Incorporated, L.L.C. Attn: Robert Toth 9300 LEE HIGHWAY FAIRFAX VA 220316050		CODE 072648579		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$48,000,000.00		21. ACCOUNTING AND APPROPRIATION See schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) See Schedule G		CODE CPD		25. PAYMENT WILL BE MADE BY See Schedule G		CODE RTP FMC	
26. NAME OF CONTRACTING OFFICER (Type or print) Matthew Growney				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 04/25/2019	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC19D0003	PAGE	OF
		2	69

NAME OF OFFEROR OR CONTRACTOR
ICF Incorporated, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: 072648579 Technical Support for Human Health Risk Assessment (HHRA) Max Expire Date: 04/30/2024 Admin Office: CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 Period of Performance: 05/01/2019 to 04/30/2024 0001: Five Year Ordering Period Requisition No: PR-ORD-17-01032, PR-ORD-19-00490 Accounting Info: 17-18-C-262S000-401F84-2532-26A5C BFY: 17 EFY: 18 Fund: C Budget Org: 262S000 Program (PRC): 401F84 Budget (BOC): 2532 Cost: 26A5C Funding Flag: Partial Funded: \$0.00 Accounting Info: 18-19-C-261A000-000FK7XR4-2532-26A5C-19261AC850-00 1 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK7XR4 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-001 Funding Flag: Partial Funded: \$95,277.00 Accounting Info: 18-19-C-261A000-000FK8XPW-2532-26A5C-19261AC850-00 2 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK8XPW Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-002 Funding Flag: Partial Funded: \$505.00 Accounting Info: 18-19-C-261A000-000F84-2532-26A5C-19261AC850-003 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000F84 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-003 Funding Flag: Partial Funded: \$17,170.00 Accounting Info: Continued ...				48,000,000.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERC19D0003	PAGE 3	OF 69
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NAME OF OFFEROR OR CONTRACTOR
ICF Incorporated, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	18-19-C-261A000-000FK6XR1-2532-26A5C-19261AC850-004 4 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK6XR1 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-004 Funding Flag: Partial Funded: \$10,632.00 Accounting Info: 18-19-C-261A000-000F72XPC-2532-26A5C-19261AC850-005 5 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000F72XPC Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-005 Funding Flag: Partial Funded: \$1,950.00 Accounting Info: 18-19-C-261A000-000FK6XR2-2532-26A5C-19261AC850-006 6 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK6XR2 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-006 Funding Flag: Partial Funded: \$8,805.00 Accounting Info: 18-19-C-261A000-000FK8-2532-26A5C-19261AC850-007 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK8 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-007 Funding Flag: Partial Funded: \$4,616.00 Accounting Info: 18-19-C-261A000-000FK8XPV-2532-26A5C-19261AC850-008 8 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK8XPV Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-008 Funding Flag: Partial Funded: \$3,830.00 Accounting Info: 18-19-C-261A000-000FK9-2532-26A5C-19261AC850-009 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK9 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-009 Funding Flag: Partial Funded: \$4,232.00 Accounting Info: 18-19-C-261A000-000FK9XR5-2532-26A5C-19261AC850-010 0 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK9XR5 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-010 Funding Flag: Partial Funded: \$11,172.00 Accounting Info: 18-19-C-261A000-000FK9XR6-2532-26A5C-19261AC850-011 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
ICF Incorporated, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	1 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK9XR6 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-011 Funding Flag: Partial Funded: \$9,445.00 Accounting Info: 18-19-C-261A000-000F72-2532-26A5C-19261AC850-012 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000F72 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-012 Funding Flag: Partial Funded: \$897.00 Accounting Info: 18-19-C-261A000-000FK7XR3-2532-26A5C-19261AC850-013 3 BFY: 18 EFY: 19 Fund: C Budget Org: 261A000 Program (PRC): 000FK7XR3 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-013 Funding Flag: Partial Funded: \$735.00 Accounting Info: 19-20-C-261A000-000FK9-2532-26A5C-19261AC850-014 BFY: 19 EFY: 20 Fund: C Budget Org: 261A000 Program (PRC): 000FK9 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-014 Funding Flag: Partial Funded: \$13,740.00 Accounting Info: 19-20-C-261A000-000FK8XPV-2532-26A5C-19261AC850-015 5 BFY: 19 EFY: 20 Fund: C Budget Org: 261A000 Program (PRC): 000FK8XPV Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19261AC850-015 Funding Flag: Partial Funded: \$16,994.00				

SECTION A - Solicitation/Contract Form

A-1 Clauses

SECTION B - Supplies or Services/Prices

B-1 Clauses

B-2 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)

A Ordering Officers

The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

None

B. Request for Offer

- (1) When the government has a requirement for work to be performed under this contract, the Contracting Officer shall notify the contractor of (i) the work to be performed, (ii) the desired performance schedule, (iii) identify the task order as fixed price or time and materials, and (iv) any other information that may be considered to be of assistance to the contractor in preparing a cost proposal, such as, format and submission due date.
- (2) The request for offer (RFO) shall not obligate the government to issue task orders under this contract nor shall it authorize the Contractor to perform any work pursuant to such requests for offer prior to receipt of a fully executed task order.
- (3) The Contracting Officer may telephone the contractor to identify resource availability for simple, well-defined tasks which only require the contractor to meet a stated schedule.
- (4) The Contracting Officer may telephone or issue written requests by hard copy, facsimile, or e-mail to the contractor requesting the submission of an offer for complex tasks, where a technical approach, as well as resource availability and price/cost need to be considered. The request may include a page limitation for the offer based on the complexity of the task.

C. Submission of Offers

- (1) Upon receipt of an RFO from the Contracting Officer, the Contractor shall:
 - (a) acknowledge receipt of the RFO and
 - (b) furnish an offer within the time specified in the RFO and in the format requested.
- (2) Offers shall be submitted orally, or if in writing, in duplicate, and shall include the following:
 - (a) Names of the personnel performing and the labor category in which each proposed individual is employed.
 - (b) Rationale for the labor categories, skill levels and number of hours proposed.
 - (c) cost of ODC's, if applicable
 - (d) Cost of travel and per diem, if applicable; travel destination must be specified.
 - (e) Schedule of performance.
 - (f) Government furnished material/documents required to accomplish the work, if applicable.
 - (g) Resumes of all personnel working on the order, if not previously provided.
 - (h) All task order offers shall include a conflict of interest certification. Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the request for offer or

similar tasking document. In the COI certification, the contractor must certify that to the best of the contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who are proposed to perform work under the particular task order, or relating to the task order, have been informed of their obligation to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the task order.

D. Task Order Type and Placement

This is an indefinite delivery/indefinite quantity task order contract pursuant to FAR 16.504. Work shall be ordered by the issuance of task orders. Task Orders issued under this contract may be issued on a firm-fixed-price or time and material basis. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order being issued. This IDIQ, as well as each task/delivery order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government, and will have a ceiling price which the contractor shall not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order which will accrue in the next ten (10) days will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within 3 calendar days.

E. Additional Proposal Instructions

Proposals submitted for time and material task orders will be based on the fixed fully loaded labor rates set forth in the clause below entitled "Fixed Rates for Services-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (APR 1984)." Firm Fixed Price orders must be based on those rates (or discounted rates) and to verify this, EPA may request a cost breakout for Firm Fixed Price orders showing labor disciplines, LOE allocations and labor costs.

F. Time and Materials Orders - Other Direct Costs

Costs for material and other direct costs will be negotiated on a task order specific basis as appropriate. Reasonable and allocable material handling costs or material indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the fully loaded hourly labor rates and are in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the Federal Acquisition Regulation (FAR). No profit margin shall be added to material or other direct costs, as profit is included in the fully loaded hourly labor rates.

(End of clause)

B-3 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. (DEVIATION) (APR 1984)

See Attachment 5 entitled Contracting Officer Added Clauses for B-3 clause content.

B-4 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$100,000.00. The amount of all orders shall not exceed \$48,000,000.00.

B-5 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Severability/Non-Severability to be determined at the task order level and may be incrementally funded. For these items, the sum of \$200,000.00 is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 10 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

Base Period

Total Maximum Amount: \$48,000,000.00

Funded Amount: \$200,000.00

SECTION C - Description/Specifications

C-1 Clauses

C-2 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://www2.epa.gov/irmpoli8/current-information-directives>.

(End of clause)

C-3 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of task orders.

C-4 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated October 5, 2018, which is incorporated by reference.

SECTION D - Packaging and Marking

D-1 Clauses

SECTION E - Inspection and Acceptance

E-1 Clauses

E-2 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E-3 FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

E-4 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[X] <i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. **Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

Documentation Specifications

[X] Quality Management Plan EPA Requirements for Quality Management Plans (QA/R-2)
[dated 03/20/01]

[] Joint Quality Management EPA Requirements for Quality Plan/Quality Assurance Management Plans (QA/R-2) [dated Project Plan for the 03/20/01] and EPA Requirements for contract Quality Assurance Project Plans (QA/R) [dated 03/20/01]

[] Programmatic Quality EPA Requirements for Quality Assurance Project Plan Assurance Project Plans (QA/R-5)
for the entire program [dated 03/20/01] (contract)

[] Other Equivalent:

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]</u>	Award of contract
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]</u> and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/02]</u>	Award of contract
<input type="checkbox"/> Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]</u>	Award of contract
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]</u>	Award of contract
<input checked="" type="checkbox"/> Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]</u>	Issuance of statement of work for the project
<input type="checkbox"/> Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]</u>	Issuance of statement of work for the project
<input type="checkbox"/> Other Equivalent:	<input type="checkbox"/> award of contract	<input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

SECTION F - Deliveries or Performance

F-1 Clauses

F-2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

F-3 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F-4 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

(End of clause)

F-5 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

F-6 EPAAR 1552.211-78 ADVISORY AND ASSISTANCE SERVICES. (JUL 2016)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Contracting Officer's Representative (COR) and the COR's office identification and location; and (f) date of report.

(End of clause)

F-7 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 5/1/2019 through 4/30/2024 exclusive of all required reports.

SECTION G - Contract Administration Data

G-1 Clauses

G-2 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a

classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

G-3 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: to be identified in applicable task orders.

(End of clause)

G-5 Local Clauses 1552.232-70 DEV ALT1 SUBMISSION OF INVOICES (OCT 1997) DEVIATION ALT I

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

Alternate I (JUN 1996). If used in a fixed-rate type contract, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) of the basic clause:

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate

series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) Schedule Number; Paid By; Date Invoice Received - leave blank.

(7) Discount Terms - enter terms of discount, if applicable.

(8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.

(11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page [] of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS

SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

(2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number - leave blank.

(4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services - insert the contract number as in the Standard Form 1034.

(7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element.

Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

G-6 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Melissa Revely-Wilson, (919) 541-0207, revely-wilson.melissa@epa.gov

Robin Harris, (919) 541-0955, harris.robin@epa.gov

Contracting Officials responsible for administering this contract are as follows:

William Yates, (513) 487-2055, yates.william@epa.gov

G-7 Local Clauses EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Ms. Tina Marie Marshall EPA 1200 Pennsylvania Avenue, NW M/C 3204R Washington, DC 20460
marshall.tinamarie@epa.gov 202-564-1095.

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

SECTION H - Special Contract Requirements

H-1 Clauses

H-2 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue NW., Washington, DC 20460, or by accessing the OIG Web site at: <http://www.epa.gov/oig/hotline.html>.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and has provided instructions that encourage employees to make such reports.

(End of clause)

H-3 EPAAR 1552.208-70 PRINTING. (SEP 2012)

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives 1) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(e) *Violations.* The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause.* The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

H-4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) - ALTERNATE I (SEP 1998)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.
- (c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.
- (d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

H-5 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-6 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE V
(HEADQUARTERS SUPPORT) (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, and any subcontractors will be ineligible to enter into business or financial relationships with other non-governmental entities to perform human health risk assessments and develop human health risk assessments methods and guidelines that are the same as or similar to those for which the contractor has provided support to EPA through task orders under this contract. Additionally, the contractor during the life of the contract, and for a period of three years from its completion agrees not to enter into contracts with entities who could be impacted (either positively or negatively) from the content of regulations or policies that result from work that the contractor (or its subcontractors) have performed under this contract, without prior written authorization from the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

H-7 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME AND MATERIALS OR LABOR HOUR CONTRACT. (APR 1984)

See Attachment 5 entitled Contracting Officer Added Clauses for H-7 clause content.

H-8 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

H-11 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

(End of provision)

H-12 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

(End of provision)

H-13 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(End of clause)

H-14 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, 1200 Pennsylvania Ave., NW., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(End of clause)

H-15 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

- (1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), 1200 Pennsylvania Ave., NW., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.
- (2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.
- (3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI

access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and,
- (2) The facts warrant an equitable adjustment.

(End of clause)

H-16 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

- (1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);
- (2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;
- (3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H-17 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart

B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

H-18 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within [] calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H-19 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract or task order;
- (4) Alters the period of performance of the contract or task order; or
- (5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H-20 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager: (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-21 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

(End of clause)

H-22 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

- (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 14 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H-23 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.

5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H-25 Local Clauses EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

H-26 Local Clauses EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H-27 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of

the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

H-28 Local Clauses EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H-29 Local Clauses EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor

personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H-30 Local Clauses EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained will be identified in applicable task orders.

(2) Description of circumstances necessitating the training will be identified in applicable task orders.

(3) Estimated cost will be identified in applicable task orders.

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H-31 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H-32 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

SECTION I - Contract Clauses

I-1 Clauses

I-2 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-3 FAR 52.203-3 GRATUITIES. (APR 1984)

I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-7 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-9 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

I-11 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

EPA Hotline Poster may be obtained from: <http://www.epa.gov/oig/hotline/html> or write to EPA Office of Inspector General ATTN: OIG Hotline (2443) 1200 Pennsylvania Avenue, NW Washington, DC 20460

I-12 FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011) (DEVIATION 2018-01)

I-13 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-14 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-15 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

I-16 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)

I-17 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)

I-18 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

I-19 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

(a) *Definitions.* As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered

contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I-20 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-21 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-22 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I-23 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-24 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-25 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-26 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-27 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-28 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance

approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this

contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I-29 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 5/1/2019 through 4/30/2024.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-30 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of \$5,000,000;
- (2) Any order for a combination of items in excess of \$6,000,000: or
- (3) A series of orders from the same ordering office within 40 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [5] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-31 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months beyond the expiration of the contract.

(End of clause)

I-32 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the ordering period.

(End of clause)

I-33 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

[] Offeror elects to waive the evaluation preference.

I-34 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)

I-35 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2017) - ALTERNATE II (NOV 2016)

I-36 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-37 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) *Definitions.* As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [insert NAICS Code] assigned to contract number [insert contract number]. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

I-38 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-39 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

I-40 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-41 FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

I-42 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-43 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-44 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

I-45 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-46 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

I-47 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

I-48 52.222-57, REPRESENTATIONS REGARDING COMPLIANCE WITH LABOR LAWS (OCT 2016)

I-49- FAR 52.222-58 SUBCONTRACTOR RESPONSIBILITY MATTERS REGARDING COMPLIANCE WITH LABOR LAWS (OCT 2016)

I-50 FAR 52.222-59 COMPLIANCE WITH LABOR LAWS (OCT 2016)

I-51 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-52 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

(a) *Definitions.* As used in this clause-

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to William Yates, US EPA, Cincinnati Acquisition Division, 26. W. Martin Luther King Drive, MS:W136A, Cincinnati, OH 45268, Tel: (513) 487-2055, yates.william@epa.gov .

(End of clause)

I-53 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-54 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-55 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-56 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-57 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-58 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

I-59 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE II (DEC 2007)

(a) *Definitions.* As used in this clause-

Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software- (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright-* (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this

clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. 68HERC19D0003. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes,

if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [](Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.)

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I-60 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE III (DEC 2007)

I-61 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-62 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-63 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

I-64 FAR 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2015)

I-65 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-66 FAR 52.232-1 PAYMENTS. (APR 1984)

I-67 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause-

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor-

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are-

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 10 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this

contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance

with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I-68 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I-69 FAR 52.232-11 EXTRAS. (APR 1984)

I-70 FAR 52.232-17 INTEREST. (MAY 2014)

I-71 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-72 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

I-73 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-74 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-75 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-76 FAR 52.233-1 DISPUTES. (MAY 2014)

I-77 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)

I-78 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-79 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-80 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-81 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-82 FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)

I-83 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-84 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE I (APR 1984)

I-85 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-86 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)

(a) *Definitions.* As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: NONE

(End of clause)

I-87 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (NOV 2017)

I-88 FAR 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)

I-89 FAR 52.245-9 USE AND CHARGES. (APR 2012)

I-90 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-91 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

I-92 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)

I-93 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I-94 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-95 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):<https://www.acquisition.gov>

(End of clause)

I-96 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

SECTION J - List of Documents, Exhibits and Other Attachments

J-1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title
1	Performance Work Statement
2	Reports of Work
3	QA Surveillance Plan
4	Labor Classification Standards
5	CO Added Clauses
6	Conflict of Interest Plan
7	Subcontracting Plan

ATTACHEMENT 1
PERFORMANCE WORK STATEMENT
TECHNICAL SUPPORT FOR HUMAN HEALTH
RISK ASSESSMENT

I. INTRODUCTION

The EPA's Human Health Risk Assessment (HHRA) program is designed to provide robust and responsive risk assessment support to risk management decisions aimed at protecting human health and the environment. The HHRA program is the world leader in providing both an essential portfolio of risk assessment products and in undertaking targeted and innovative methods development to advance risk analysis. The National Center for Environmental Assessment (NCEA) within the Office of Research and Development (ORD) is responsible for key products under this national program.

II. PURPOSE AND SCOPE

This contract shall provide ORD with support for (1) conducting risk assessments on environmental stressors (i.e., physical, chemical, microbial, or other agent forms), and (2) developing state-of-the-art methods, models, and guidance documents for human health and environmental risk assessment. All work performed under this contract will be ordered through task orders issued by the Contracting Officer (CO).

The Contractor shall furnish all supplies, personnel, facilities, and equipment necessary to complete the specific areas of each work assignment. All delivered documents and reports shall be submitted in draft form for the Agency's review. Required revisions may be provided by the Agency to the Contractor for incorporation into final documents.

III. SPECIFIC AREAS OF WORK

The Contractor shall provide all technical support within the scope of this Performance Work Statement (PWS). The Contractor shall perform tasks, as specified by individual task orders issued by the Contracting Officer, in the following areas: methods development, assessment development and support, risk assessment guidance and support, program or project management, and meeting/workshop support. The Contractor shall be capable of performing a range of risk assessment tasks in each of the four elements of the National Academy of Science's risk assessment paradigm: hazard identification, dose-response assessment, exposure assessment, and risk characterization.

The tasks commonly require expertise in multiple disciplines such as epidemiology, toxicology (see specialized disciplines identified in A.1 (a) below), pharmacology, physiology,

pathology, microbiology, infectious disease epidemiology, public health, decision analysis, quantitative dose-response assessment, quantitative uncertainty analysis, human health economics, exposure modeling, statistics, biostatistics, chemistry, ecology, environmental engineering, and mathematical modeling including Benchmark Dose (BMD) modeling, physiologically-based pharmacokinetic (PBPK) modeling, exposure modeling, and computational toxicology modeling, as well as library science or information management, project/program management, technical and scientific writing and editing, and software or application development.

In many tasks, scientific needs are highly specialized, requiring expert personnel having the knowledge and ability to fully and critically evaluate study methodologies and results in the technical disciplines identified above. Analyses must be scientifically sound and sufficiently documented to withstand intensive critical examination and review by other experts in the relevant disciplines.

A. Assessment Issues and Documents

The Contractor shall develop, revise, review and update, and/or evaluate various scientific documents and reports used by ORD to assess the nature and degree of risk posed by contaminants (chemical, physical, mixtures and biological/microbial) in a variety of media. National and international scientific literature, unpublished studies and investigations still in progress may be sources of information. The Contractor shall conduct literature searches and for most projects will use EPA's Health and Environmental Research Online (HERO) to retrieve hardcopies or electronic copies of identified studies. Specific tasks may include any of the following:

1. Human Health Assessment Documents

- a) Prepare, revise or review components of comprehensive chemical hazard assessments that serve as baseline documentation for the development of consensus positions in EPA's Integrated Risk Information System (IRIS). IRIS contains agent-specific summaries of qualitative and quantitative health information in support of the first two steps of the risk assessment process, i.e., hazard identification and dose-response evaluation. IRIS information includes the reference dose (RfD) for noncancer health effects resulting from oral exposure, the reference concentration (RfC) for noncancer health effects resulting from inhalation exposure, and the cancer assessment for both oral and inhalation exposures. Combined with specific situational exposure assessment information, the health hazard information in IRIS may be used as a source in evaluating risks from environmental contaminants. All IRIS assessments are developed using basic procedures in current IRIS Standard Operating Procedures (SOPs) and according to the guidance documents available on the IRIS intranet site or SharePoint site.

The following activities may be required in development of an IRIS chemical assessment:

- Conduct literature searches for health hazard information using the sources specified in the IRIS SOPs, supplemented by other sources specified by EPA or in search strategies proposed by the contractor.
- Procure and analyze abstracts for relevant articles found in the literature search.
- Use HERO tools for literature identification, classification and other bibliographic functions.
- Develop/review/revise scoping and problem formulation documents related to new efforts by the IRIS Program. Scoping documents will provide a summary of EPA program office and region needs for EPA toxicity values and the anticipated scope of an IRIS assessment for a given chemical. Problem formulation documents will generally be based on secondary/review sources, and may present preliminary background materials on a chemical, a summary of previous human health risk assessment efforts, key scientific issues for consideration during the development of the toxicological review, potential scientific decision points, and a series of questions for discussion with Agency partners and public stakeholders. EPA will provide the general formats for the Contractor to use in developing technical problem formulation summaries.
- Develop/review/revise/apply systematic review protocol documents or other systematic review approaches applied to IRIS assessments.
- Develop/review/revise other IRIS support documents – including materials designed to assist with IRIS assessment development.
- Develop graphical or tabular displays of scientific data.
- Development of IRIS Toxicological Reviews and other documents, which summarize relevant literature, identify human health hazards, evaluate studies, select studies and endpoints on which to base toxicity assessment, evaluate plausible modes of action and commonalities for cancer and noncancer endpoints, and perform quantitative dose-response assessments using state-of-the-science methodologies (including BMD modeling, and PBPK analysis where appropriate). Development of these documents will require theoretical and/or empirical approaches and expert scientific judgment and require the appropriate expertise to evaluate and synthesize evidence for individual health effects and related information. Assessment documents must be state-of-the-art scientific work products based on critical evaluation and analyses of the biological effects and health risks of the chemical or other stressor. These assessments must be recognized, nationally and internationally, as scientifically sound and authoritative.
- For many tasks, scientific needs are highly specialized requiring expert personnel having the knowledge and ability to fully and critically evaluate

- study methodologies and results in a variety of technical disciplines.
- Depending on the chemical and the task, experts will be needed in the areas of epidemiology, toxicology (with specialized expertise commonly needed in fields including, but not limited to, carcinogenicity, reproductive/developmental toxicology, neurotoxicology, immunotoxicology, genetic toxicology, and pathology), statistics (including but not limited to dose-response modeling, and biostatistical analysis of epidemiology data), dosimetry and physiologically-based pharmacokinetic modeling and biologically-based dose-response modeling, and biochemistry. The contactor may be asked to procure national experts to assist with any and all assessment-related work, including participating in assessment development and review, as well as serving in an advisory capacity.
 - Summarize comments on IRIS assessments at all stages of the review process including NCEA review, Agency review, Interagency review, External Peer review, and review by the public. Prepare responses to comments and revise the Toxicological Review as needed to respond to the comments.
 - Provide technical editing of IRIS documents, including supporting documents such as SOPs or templates. Technical editing may include editing of the document to ensure correct grammar, spelling, punctuation, usage, and appearance of tables and figures; checking references, generating reference lists and related tasks using HERO; page numbers, tables of contents, and like tasks to ensure consistency, checking for correct formatting in conformance with the IRIS SOPs and templates; and other details of style. It may also include substantive editing including rewriting or rearranging sentences, paragraphs, or sections; arranging or rearranging tabular material; redrawing and retouching illustrations; standardizing symbols; checking and standardizing equations, and checking numbers in the text against figures and tables to insure consistency.
 - Provide support on addressing cross-cutting issues common to multiple IRIS assessments. Examples of such issues include what criteria to use in selecting critical endpoints for deriving RfDs and RfCs, how to select values for uncertainty factors, how to perform a dose-response assessment for a chemical that produces more than one tumor type, and how to evaluate a database to select a cancer weight of evidence descriptor. Activities may include but are not limited to analyzing entries on the IRIS database to determine past and current practices, developing issue papers, performing statistical analysis, developing mathematical models or adapting models from the literature, and identifying and engaging experts to provide methods and analysis to address the issues.
- b) Prepare other human health assessments. The assessment documents shall generally focus on the development of hazard summaries, which may include mode of action

descriptions as well as dose-response modeling, in support of the derivation of cancer and/or non-cancer (e.g., oral RfD and inhalation RfC) values. These assessment products may span from qualitative hazard only documents up to comprehensive quantitative dose-response assessments. Assessments may be limited to one toxic endpoint, such as carcinogenicity or developmental toxicity, or cover multiple endpoints, such as all noncancer health endpoints, in a style, scope, and format provided in the work assignment. While most assessments will focus on chronic exposures and related adverse health effects, assessments dealing with acute, short-term, and/or subchronic exposures and their effects may also be required.

- c) Prepare, review or revise portions (e.g., chapters or volumes) of large integrated (health plus ecological effects plus exposure assessment) risk assessment documents. These assessments are to be consistent with domestic and international guidelines.
- d) Prepare, revise or review documents that conduct quantitative risk assessments for stressor mixtures. These assessments may require both exposure and toxicity evaluations and must be consistent with EPA guidance documents (U.S. EPA, 1986, 2000). Epidemiological assessments of chemical mixtures may also be included when such data are available.

2. Exposure Assessment Documents for Contaminants, Mixtures, Media- or Site-Specific Cases

- a) Determine exposure or potential exposure from pollution/contaminant sources (including background levels) by evaluating measured or modeled biological, chemical, or physical concentrations or gradients at the interface between an organism and an environmental medium of concern as specified in individual work assignments. In some cases, estimate internal doses and target organ doses of chemicals; this may include the development of dynamic PBPK models.
- b) Estimate or evaluate human populations potentially exposed to pollutants from the sources described in Section III.A.2(a) above, and identify any sensitive subpopulations listed in “Guidelines for Exposure Assessment,” EPA 600/Z/92/001, or as otherwise specified in individual work assignments.
- c) Estimate or evaluate bioaccumulation and/or bioavailability of pollutants in different media (i.e., air, soil, sediment, ground water, surface water, biosolids, food chain, distribution systems, etc.) to various human populations per “Guidelines for Exposure Assessment,” EPA 600/Z/92/001, or as otherwise specified in individual work assignments.

- d) Perform various statistical or computational analyses to support the development of specific exposure assessments such as: distributions of exposure; human activity patterns; indoor vs outdoor exposures; human migration patterns; gender-specific, age-specific, ethnic specific factors; chemical contact rates and pathways in food/water consumption patterns and habits; and regional or neighborhood exposure patterns.

3. Site or Community Based Risk Assessments

The Contractor shall develop risk values and information that is suitable for various end-uses, including conducting cost-benefit analyses (c.f. Dockins et al. 2004; Rice et al. 2006). The Contractor shall perform these exposure and risk analyses in accordance with guidance specified in individual work assignments. Risk analysis may be conducted in conjunction with different risk management alternatives.

4. Public Health Outcomes

The Contractor shall provide technical expertise in 1) identifying specific and readily identifiable indicators of the health status of humans exposed to environmental contaminants, 2) identifying human health conditions from experimental studies with research animals, humans, and from human population and/or field studies, 3) the ability to link sources of environmental contaminants to human exposures, to quantify human exposures, and to predict the likelihood of individual indicators of health status (human health conditions) resulting from such exposure. The Contractor shall review, interpret, and synthesize economic studies (e.g., valuation studies that estimate benefits of reducing health risks) and shall have an ability to assign health outcomes (i.e., symptoms like fatigue, injury, morbidity effects, death) related to the economically meaningful health effects' economic values (weights) in units commonly employed in the estimation of benefits.

5. Integrated Science Assessments

The contractor shall prepare, revise, or review component or comprehensive documents that serve as baseline documentation for development of EPA's Integrated Science Assessments (ISAs). The ISAs provide a critical review and integration of multi-disciplinary scientific evidence from a large body of studies on the six criteria air pollutants (i.e., ozone, particulate matter, carbon monoxide, oxides of nitrogen, sulfur oxides and lead). The ISAs provide critical inputs to decision making on the National Ambient Air Quality Standards (NAAQS) that are reviewed every 5 years as mandated under the Clean Air Act.

The following activities may be required in development of ISAs:

- Develop literature searches for health and environmental information on the criteria air pollutants.

- Identify, evaluate, integrate, and develop syntheses of information/data from relevant articles found in the literature searches.
 - Use HERO tools for literature identification, classification, documentation and other bibliographic functions.
- Perform statistical analysis of data from the peer-reviewed literature or from databases, such as the Air Quality System, to identify distributions of variables (health, ecological, toxicological, exposure, and/or atmospheric) and relationships among variables to be discussed in the ISAs.
- Enter into HERO newly published studies to be incorporated into the ISA.
- Develop study summary tables.
- Prepare sections of the ISA. The contractors shall identify scientific and technical authors who are recognized nationally or internationally in their field and have both a general knowledge, as well as the specific technical knowledge, expertise or experience as specified in the work assignment. The selected author/consultant must have experience that includes authoring several journal articles or other technical documents that specifically relate to research on the criteria pollutant. During the development of the sections, the contractor may be required to meet with EPA and/or the document authors to discuss the document.
- Utilize novel literature search, retrieval, systematic review, data analysis, and data visualization techniques / software as they are incorporated into assessment development for ISAs and other health assessments.
- Activities listed in Section III.A.1.a) of this PWS overlap with the development of ISAs and are not repeated.

B. Risk Assessment Methods Research and Development

The Contractor shall provide scientific and technical support for the development of innovative human health risk assessment methodologies/procedures or the refinement and improvement of existing ones. Methodologies may be those that are commonly applied in the context of regulatory risk assessment or they may be generated from the broader scientific area of risk analysis. Scientific products must be recognized, nationally and internationally, as scientifically sound and authoritative.

Specific tasks may include any of the following:

1. Research, development and support of methods to improve risk assessment and reduce the uncertainty in the risk assessment approaches for cancer and noncancer toxic endpoints, and for chemical, physical and microbiological stressors. Examples include, but are not limited to, the following:
 - a) Develop improved understanding of physiological and biochemical processes and relate this knowledge to conventional EPA or other default approaches.

- b) Improve risk assessment default approaches using physiological, mechanistic information, human and animal molecular biomarker data and conventional toxicological data.
 - c) Develop methods and perform route-to-route extrapolations for adverse effect indices such as RfD and RfC and cancer unit risk.
 - d) Evaluate plausible modes of action and commonalities for cancer and noncancer endpoints.
 - e) Evaluate new methods for acute or subchronic effects assessment as well as their relationship, if any, to chronic effects assessment methods.
 - f) Explore ways in which risk values may be made more usable to a wider variety of applications, recognizing the limitation of traditionally calculated values such as RfD.
 - g) Development and evaluation of mathematical and statistical methods to address human health or environmental risks. Expert, non-routine statistical analysis of relevant data. Expert development and evaluation of mathematical models to represent biological or environmental systems and processes.
2. Support research, development, and application of new risk assessment methods suitable for either conducting or evaluating cumulative risk, microbial risk, mixtures risk, dose-response assessment (including extrapolation to low dose), exposure assessment, and relevant uncertainty analysis. Examples of such research include, but are not limited to the following:
- a) Characterize, assess, and compare the infectious and acute and chronic disease risks associated with individual or concurrent exposure to pathogens and chemical contaminants.
 - b) Evaluate exposure and health hazards from multiple exposure pathways such as those associated with inhalation of vapors and particles, dermal contact, contamination of food chains, person-to-person transmission, and water and food contamination.
 - c) Investigate and document the impact of model and parameter uncertainty on cancer and noncancer risk calculations as well as risk characterizations.
 - d) Research, develop and investigate approaches for quantitative and qualitative uncertainty analysis.
 - e) Validate or develop improvements to existing alternative methods, models, or approaches for risk assessment of single contaminant or mixture (multiple contaminants), or site specific situations.
 - f) Develop guidance and methodologies for risk assessment, including delineating the range of assumptions, developing or improving upon existing statistical and or biologically-based models, analyzing data that provide the scientific basis for evaluating exposure or risk, and assuring scientific credibility in such endeavors
 - g) Develop statistical or mathematical models or methods applicable for testing uncertainty or variability in exposure and risk assessment.
 - h) Conduct statistical analysis of routinely collected environmental health data and data

- from epidemiologic studies.
- i) Develop and/or refine mathematical/microbiological/biological/ chemical/physical methods/models [e.g., dose-response modeling techniques such as benchmark dose, categorical regression, pharmacokinetics and pharmacodynamic models, or biologically based dose response (BBDR) models, bioavailability, environmental fate of microorganisms].
3. Perform research in exposure assessment:
 - a) Develop or improve transport and fate models or modeling systems for environmental deposit of pollutants.
 - b) Define human uptake or that of other species including bioavailability and bioaccumulation.
 - c) Research to improve identification and delineation of exposure patterns for human receptor populations and variances within subgroups.
 - d) Develop or adapt extant pharmacokinetic models to address key exposure issues.
 - e) Identify cumulative exposure situations and quantification of the duration, intensity and frequency for situations in which people are exposed to multiple chemicals.
 4. Perform research in public health outcomes:
 - a) Identify critical links between source, exposure, and effect.
 - b) Link human health risk assessment to public health outcomes.
 - c) Identify human health protection endpoints.
 - d) Link exposure to health outcomes.
 - e) Identify the most important environmental causes of disease.
 - f) Identify indicators of health status.
 - g) Including risk management decisions.
 - h) Evaluate evidence for at-risk populations and life stages
 5. Conduct statistical analyses and modeling, including experimental design, hypothesis testing, power calculations, linear and nonlinear regression modeling, risk characterization modeling, Monte Carlo simulations, outlier analyses, etc. Specific tasks may include, but are not limited to the following:
 - a) Conduct power calculations for toxicological tests on environmental contaminants.
 - b) Conduct hypothesis tests on toxicological data.
 - c) Use toxicological data, estimating departures from additivity or identifying contributions to toxicity by the unidentified fraction of a complex mixture.
 - d) Analyze epidemiological data for statistically significant effects or exposure misclassification.
 - e) Conduct uncertainty analysis or a sensitivity analysis on environmental models

- f) Analyze chemical mixture data for chemical stability and similarity among mixtures.
- g) Analyze dose-response and/or exposure data for chemicals or microbial agents.

C. Risk Assessment Data Bases and Computer Tools

1. The contractor shall provide technical support for EPA database development and for maintenance of risk information systems, including, but not limited to, Health and Environmental Research Online (HERO), the Mixtures Toxicologic Interactions Data Base (MIXTOX), and IRIS. Technical support may include collecting and entering data, organizing information, evaluating the literature and approaches used, re-evaluating and updating existing information, document meetings and conference calls that pertain to the development of information for databases, preparing tutorials or background materials for database users, supporting the planning and management of database collection and preparing supplementary information, extracting and evaluating information from the literature or documents, reviewing and responding to information from the literature or documents, and reviewing information submitted by outside organizations. Technical support may also include developing databases and/or data management systems. Support Aalso may include analyses of existing databases to address issues or gather data.
2. The contractor shall develop/refine fate and transport exposure models or exposure modeling systems, integrate into overall methods and guidance, apply models to real and/or hypothetical situations, and/or provide written guidance on use of existing models to characterize direct and indirect exposures.
3. The contractor shall develop or improve upon existing “smart” or user friendly exposure assessment tools and risk characterizing systems, e.g., RISK ASSISTANT, CALTOX.
4. The contractor shall develop or maintain exposure assessment databases using expert data management systems, e.g., Geographic Information System (GIS).
5. The contractor shall conduct research on hydrogeologic features of contaminant transport, including karst terrains.

D. Analysis, Document and Issue Paper Preparation

The Contractor shall develop analyses, white papers or toxicological reviews of specific health/exposure assessment topics. The proposed scientific and technical authors shall be recognized nationally or internationally in their fields and have both the general knowledge, as well as the specific knowledge, expertise or experience specified in the work assignment. The selected author/consultant must have experience that includes authoring several journal articles or other technical documents that specifically relate to the topic. During the development of the documents or issue papers, the Contractor may be required to meet with EPA and/or the authors

to discuss the documents or issue papers. Subjects of documents or issue papers vary widely and will be defined specifically by the WAM.

E. Risk Assessment Support

1. Science Writing, Risk Communication and Training

The Contractor shall provide scientific and technical support to enable EPA to successfully communicate risk assessment research and assessment information to individuals and organizations both within and outside the risk assessment field. The Contractor shall prepare the information in a variety of formats to meet the specific needs of a range of audiences including scientists, decision-makers, those unfamiliar with risk assessment, and those who are experts in the field. Examples of requested work products may include: announcements, posters, displays, fact sheets, leaflets, and brochures addressing a variety of risk assessment related topics. Information presented in paper form, electronic format (media or online), or video format may also be needed.

The Contractor shall be responsible for presenting information performed under this PWS in the form of symposia and workshops to the at-large science community.

2. Administration and Technical Support for NCEA Human Health and/or Ecology Related Meetings

Contractor support shall include administrative and technical support for NCEA human health and/or ecology related meetings, such as workshops convened to address specific issues in risk assessment or IRIS Public Science Meetings designed to discuss key science topics related to IRIS assessments. Support may include securing experts to support the tasks in the PWS, paying for the cost of expert services, including travel and applicable fees, securing facilities and equipment for meetings, serving as coordinator and facilitator of meetings, developing written material for meetings, and preparing summary reports or formal proceedings as necessary.

F. Information Management

The Contractor shall provide support for data collection and compilation activities pertaining to all sections of the PWS. The Contractor shall be required to enter data into the HERO database and perform quality checks on this data. This will generally involve data extraction from primary and secondary sources and transcription to a conveniently-accessible format. Such formats will include off-the-shelf relational databases, spreadsheets, or word-processing software. This task may involve data evaluation, analysis, and transformation, as necessary for the particular application. The Contractor may also be required to reevaluate, update, document, and otherwise maintain existing or new information systems.

G. Project Management

The Contractor shall provide support for project management related to assessment development. The Contractor may be required to evaluate current practices and recommend changes or new practices in order to manage productivity. The Contractor may be required to develop or manage tools that will facilitate project management and assessment development. Contractor staff working on project management tasks should have the necessary educational background and certification for project management.

H. Literature Search

1. Specific Reporting Requirements

During the preparation of documents, reports, and other projects, the Contractor shall conduct toxicological, health, economic or exposure-specific literature searches. When such a search is required by a work assignment, the Contractor shall conduct literature searches to avoid missing relevant studies, retrieve pertinent articles, and provide abstracts and summaries as indicated below unless otherwise directed.

To determine the extent and availability of information germane to specific tasks, the Contractor shall conduct extensive and exhaustive searches of all relevant databases consistent with the project level of effort. A specific plan for the search and retrieval of the relevant information shall be developed for each work assignment.

- a) Search the periodical literature for the period prescribed by the work assignment, using databases specified in the work assignment as well as other available databases.
- b) Search for, within the specified period, domestic and international nonperiodical literature, such as books, technical reports, monographs, and conference and symposium proceedings prepared by select committees or bodies (e.g., such as those convened by the National Academy of Sciences, the World Health Organization, the National Science Foundation, the American Association for the Advancement of Science, the EPA Science Advisory Board, and other relevant professional and academic sources). Search for, within the specified period, all secondary sources designated in the work assignment.
- c) Search sources such as the Registry of Toxic Effects of Chemical Substances (RETCS), National Cancer Institute, National Institute of Environmental Health Sciences, National Center for Toxicological Research, etc. for unpublished or interim research reports relevant to the subject of the search.
- d) Search the proceedings from toxicological, public health, microbiological, ecological

and economic conferences, meetings and seminars on risk assessment; pertinent federal and state reports dealing with risk assessment studies including relevant documents available from the Library of Congress, Congressional Reporting Service, the Government Printing Office, academic sources (e.g., published and unpublished dissertations and theses), and all other published and unpublished or interim research reports relevant to the risk assessment subject matter detailed in the work assignment.

- e) Use additional search strategies, including (but not limited to) “forward” and “backward” citation searching based on articles identified as key studies.
- f) Conduct literature search updates. Provide documentation of search strategies and results.
- g) Develop/update/maintain literature inventories in databases that are searchable and reportable. Screen and categorize references as needed.
- h) As required in individual work assignments, the Contractor shall prepare an abstract of 150-300 words for each relevant article found. The abstract shall include the purpose, summarize major findings, and provide principal conclusions and recommendations.
- i) Use HERO to acquire and maintain literature used during the project. All literature shall be the property of the EPA and be governed by the copyright laws of the United States. Contractor shall have temporary use of the literature under the Fair Use Clause.
- j) When specified, the Contractor shall explore the application of newer web-based software developed for the linking of ideas and concepts within a selected body of literature.
- k) Where appropriate, the Contractor shall explore and apply methodologies for quantitatively summarizing related literatures on specific subject areas.
- l) Results of literature searches shall identify relevant scientific information and likewise exclude information that is not relevant to the science task. The Contractor shall implement procedures to efficiently screen out studies that may, for example, have key words in common with search criteria, but which do not provide information on search subject goals. The literature screened out shall be tagged and maintained by the Contractor in HERO.
- m) All search and screening strategies and results shall be saved and entered into HERO to enhance transparency. The Contractor shall also use HERO to update/maintain project pages.

2. Quality Assurance Requirements for Literature Review

During examination of the identified literature, the Contractor shall place primary emphasis upon the adequacy of study design, quality control, and interpretation of results of each study, and determine the article's relevance to the assessment of actual or projected exposure to the pollutants or subject under study. Primary literature sources shall be used exclusively except in rare, extenuating circumstances. The work assignment shall include the details of the search strategy. The literature search and results – whether screened out or included – shall be maintained in HERO, along with the reasons why.

IV. PRODUCT QUALITY

A. General Risk Assessment Provisions

In the preparation of any of the scientific documents required by a work assignment, the Contractor may be required to provide the services of experts in the areas of epidemiology, toxicology, pharmacology, physiology, pathology, environmental microbiology, infectious disease epidemiology, public health, decision analysis, quantitative uncertainty analysis, economics, statistics, biostatistics, chemistry, ecology, environmental engineering, and mathematical modeling including Benchmark Dose (BMD) modeling, physiologically-based pharmacokinetic (PBPK) modeling, and computational toxicology modeling. In many tasks, scientific needs are highly specialized requiring expert personnel having the knowledge and ability to fully and critically evaluate study methodologies and results in the technical disciplines identified above. Unless otherwise specified in a work assignment, products prepared must be state-of-the-art analyses based on expert critical evaluation and analyses of the biological effects and health or ecological risks of the chemical or other stressor. As appropriate, the Contractor shall present qualitative and quantitative biological, toxicological or biochemical evidence, as well as statistical analysis and a discussion of the strengths and weaknesses of pertinent studies taking into account current EPA guidance on such matters.

Contaminant or site-specific documents and reports shall provide a scientifically defensible evaluation of the toxic potential of chemical/physical/microbiological pollutants. The quality of work products is expected to accurately reflect the state-of-the-art scientific knowledge and current risk assessment methods, including the approaches used by the EPA. The Contractor may be required to apply newly developed methods in preparation of the documents.

Contaminant-specific reports may require detailed or concise summaries of available data in the areas of acute, subchronic, and chronic toxicity. Detailed discussions of the chemical, physical, and pharmacokinetic/pharmacodynamic properties may be required. Exposure discussions may also be required depending on the task. These may include summarizing concentrations in the environment and in food sources, rates of release to the environment, levels in human tissues, and exposure estimates for populations. This may involve analyzing pollutant

sources and release rates, pollutant transport and fate, exposed populations and activity patterns, standard factors and scenarios, and use of previously determined health and health risk data to calculate overall risk to human health. When appropriate, comprehensive searches of all pertinent literature and data bases shall be performed. The data shall reflect the latest scientific knowledge obtainable. The literature shall be critically evaluated, and accepted EPA risk assessment guidance shall be applied to the data. In the absence of specific EPA guidance, procedures will be developed and applied upon approval by the PO.

B. Quality Assurance/ Quality Control Requirements

The Contractor is responsible for quality control and quality assurance of all tasks. The Contractor shall ensure that data generated or used for each work assignment is “of the type and quality needed and expected for their intended use” and that all assessment products adhere to a high standard for quality, including objectivity, utility, and integrity. All documents shall adhere to the OMB data quality guidance for federal information and with EPA’s Information Quality Guidelines.

As specified in each work assignment and prior to starting any work, the Contractor shall prepare either a Quality Assurance Project Plan (QAPP) or a narrative statement that describes the procedures to be used and a list of the data sources and methods. The Contractor must address in the work plan or QAPP how it is going to consider the quality of the secondary data that they use and how it is going to consider data uncertainty and variability. Secondary data are defined as the review, analysis, or use of someone else’s environmental or health data that were developed for a different purpose. This includes (but is not limited to) the data used from citations from the literature searches, from hard copies, and computer databases. After work has begun, the Contractor shall discuss and document in HERO the data quality and limitations of all studies used and how each study was determined adequate to serve as input for an assessment (see previous section III F and the list below).

Risk assessment is a technical analysis of many different kinds of scientific information of varying form and quality, all of which are used to characterize the expected risk to public health and the environment. Such risk assessment analyses may result in scientific assessments that are less certain than ideal and, therefore, must be clearly identified as to the inherent strengths and weaknesses of their data quality and conclusions. All risk assessment products provided by the Contractor shall include information that will fully characterize the projected risks to public health and the environment and shall specifically adhere to the following items:

1. Quantitative assessments shall be accompanied by descriptive information that provides an objective and balanced characterization of the results.
2. Key scientific information and controversies on data and methods (e.g., use of animal or human data, extrapolating from high to low doses, use of pharmacokinetics data and certain

quantitative methodologies) shall be highlighted along with discussion of uncertainties, particularly those involving the quality of data, along with comments on their influence on the assessment.

3. When describing exposure scenarios, information shall be presented on the range of exposures and on the use of multiple risk descriptors, e.g., measures of central tendency, high end of individual risk, population risk, and important subgroups.
4. When describing stressor effects scenarios, information shall be presented on the range of impacts and on the evidence, incidence and level of physical, chemical or biological stressors.

C. Written and Electronic Products

The Contractor shall provide written and electronic products of high quality, written in a clear, concise style, with a logical organization and presentation of ideas and rationales. The Contractor shall:

1. Use standard formats as specified in "Handbook for Preparing Office of Research and Development Reports," EPA/600/K-95/002, U.S. EPA (1995), or as specified in the work assignment.
2. Perform scientific and technical editing of all products.
3. Provide written products free of grammatical, spelling, and typographical errors, and accurately summarize the information with correct and complete reference citations.
4. Present scientific information in a consistent style that makes it easy for the reader to follow and pay specific attention to insure consistent and accurate information content, and appropriate data interpretation throughout the document.
5. Electronic products shall be entered into the HERO database or designated website using EPA standards as specified in the work assignment.
6. ~~Demonstrated~~ Have proficiency in MS Word program, including table design and use and modification of styles to create a 508-compliant Word document. Ability to add hyperlinked cross-references [call-outs], ability to build any appendices into the main MS Word document (using Heading 6 as a pseudo Heading 1), so the call-outs, table of contents, etc. work together in a single document [See the 2013 Final 1,4-Dioxane - Inhalation Tox Review, https://cfpub.epa.gov/ncea/iris/iris_documents/documents/toxreviews/0326tr.pdf).

7. ~~Demonstrated~~ Have proficiency in automatically converting large Word documents to 508-compliant PDFs (with automatically-generated bookmarks), using MS Word and Acrobat Adobe Pro software programs.
8. ~~Demonstrated~~ Have proficiency in using “cite-while-you-write” features of Thomas Reuters’ EndNote reference manager software program.

Products not adhering to these standards or guidelines or substantially lacking scientific quality will not be accepted. The Contractor shall use current EPA methods and guidelines for performance of work, unless otherwise specified. The Contractor shall provide printed copies and an electronic copy of all completed work assignment documents prepared in Microsoft Word 2003 or a later version if requested on compact disks.

V. REFERENCES

Dockins, C.; C. Griffiths; N. Owens; N. Simon; D. Axelrad. 2004. "Linking economics and risk assessment." *Journal of Toxicology and Environmental Health, Part A*, 67:611–620.

NRC (National Research Council). 1983. *Risk assessment in the federal government: managing the process*. Washington, DC: National Academy Press.

Rice, G.; M. Heberling; M. Rothermich; JM Wright; P. Murphy; M. Craun; G. Craun. 2006. "The Role of Disease Burden Measures in Future Estimates of Endemic Waterborne Disease." *Journal of Water and Health*.

U.S. EPA Requirements for QA Project Plans (QA-R-5) EPA/240/B-01/003, March 2001

U.S. EPA. 1986a. Guidelines for the health risk assessment of chemical mixtures. *Federal Register* 51(185):34014-34025.

U.S. EPA. 1986b. Guidelines for mutagenicity risk assessment. *Federal Register* 51(185):34006-34012.

U.S. EPA. 1988. Recommendations for and documentation of biological values for use in risk assessment. Prepared by the Environmental Criteria and Assessment Office, Office of Health and Environmental Assessment, Cincinnati, OH for the Office of Solid Waste and Emergency Response, Washington, DC; EPA 600/6-87/008. Available from: National Technical Information Service, Springfield, VA; PB88-179874/AS.

U.S. EPA. 1989. Interim methods for development of inhalation reference doses. Environmental Criteria and Assessment Office, Office of Health and Environmental Assessment, Research Triangle Park, NC; EPA/600/8-88/066F. Available from:

<<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 1991. Guidelines for developmental toxicity risk assessment. Federal Register 56(234):63798-63826.

U.S. EPA. 1992. Guidelines for Exposure Assessment. US EPA 600/Z/92/001.

U.S. EPA. 1994a. Interim policy for particle size and limit concentration issues in inhalation toxicity studies. Federal Register 59(206):53799.

U.S. EPA. 1994b. Methods for derivation of inhalation reference concentrations and application of inhalation dosimetry. Office of Research and Development, Washington, DC; EPA/600/8-90/066F. Available from: National Technical Information Service, Springfield, VA; PB2000-500023, and <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 1995a. Use of the benchmark dose approach in health risk assessment. Risk Assessment Forum, Washington, DC; EPA/630/R-94/007. Available from: National Technical Information Service, Springfield, VA; PB95-213765, and <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 1995b. Handbook for Preparing Office of Research and Development Reports, 3rd ed. EPA/600/K-95/002.

U.S. EPA. 1996. Guidelines for reproductive toxicity risk assessment. Federal Register 61(212):56274-56322.

U.S. EPA. 1998a. Guidelines for neurotoxicity risk assessment. Federal Register 63(93):26926-26954.

U.S. EPA. 1999. Higher-level Contract Quality Requirement. FAR 46.202-4 and FAR 52.246-11.

U.S. EPA. 2000a. Guidelines for Preparing Economic Analyses. U.S. Environmental Protection Agency, Washington, DC. EPA/240/R-00/003.

U.S. EPA. 2000b. Science policy council handbook: risk characterization. Office of Science Policy, Office of Research and Development, Washington, DC; EPA 100-B-00-002. Available from: <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 2000c. Benchmark dose technical guidance document [external review draft]. Risk Assessment Forum, Washington, DC; EPA/630/R-00/001. Available from: <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 2000d. Supplementary guidance for conducting health risk assessment of chemical mixtures. Risk Assessment Forum, Washington, DC; EPA/630/R-00/002. Available from: <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 2002. A review of the reference dose and reference concentration processes. Risk Assessment Forum, Washington, DC; EPA/630/P-02/0002F. Available from: <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 2005a. Guidelines for carcinogen risk assessment. Risk Assessment Forum, Washington, DC; EPA/630/P-03/001B. Available from: <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 2005b. Supplemental guidance for assessing susceptibility from early-life exposure to carcinogens. Risk Assessment Forum, Washington, DC; EPA/630/R-03/003F. Available from: <<http://www.epa.gov/iris/backgr-d.htm>>.

U.S. EPA. 2006a. Integrated Risk Information System (IRIS). Accessed March 9, 2006. Available at <http://epa.gov/iriswebp/iris/index.html>.

U.S. EPA. 2006b. Approaches for the Application of Physiologically Based Pharmacokinetic (PBPK) Models and Supporting Data in Risk Assessment. EPA/600/R-05/043F. U.S. Environmental Protection Agency, Washington, DC. Available at <http://cfpub.epa.gov/ncea/cfm/recorddisplay.cfm?deid=157668>

REPORTS OF WORK

The contract work shall be divided into Work Assignments, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number and the Environmental Protection Agency (EPA) as the sponsoring agency.

MONTHLY PROGRESS REPORT

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions waiting Contracting Officer Authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The progress report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if

REPORTS OF WORK

applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on work plan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved work plans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

REPORTS OF WORK

(g) The reports shall be submitted to the following addressees on or before the 20th of each month following the first complete reporting period of the contract. See **EPAAR 1552.232-70**, Submission of Invoices, paragraph (f), for details on the timing of submittals. Distribute reports as follows:

Number of electronic copies:

Work Assignment Contracting Officer's Representative (WACOR)	–	One (1) copy
Contract Level - Contracting Officer's Representative	–	One (1) copy
Contracting Officer	–	One (1) copy

Any additional reporting requirements will be included in each task order.

ATTACHMENT 3
QUALITY ASSURANCE SURVEILLANCE PLAN
“TECHNICAL SUPPORT FOR HUMAN HEALTH RISK ASSESSMENT”

The purpose of this QASP is to identify critical performance standards and describe a plan for how EPA will survey, observe, review, evaluate, and document the contractor’s performance in meeting the standards.

Performance Requirement	Measurable Performance Standards	Surveillance Method	Incentives/Disincentives
Management and Communications: The contractor shall maintain contact with the EPA Contracting Officer (CO), Contract Level COR (CL-COR), and Task Order Contracting Officer Representative (TOCOR) throughout the performance of the contract and shall immediately bring potential problems to the attention of the EPA CL-COR and appropriate TOCOR. In cases where issues have a direct impact on project schedules, cost, time, or quality, the contractor shall provide options for EPA's consideration on resolving the issues or mitigating their impacts.	Any issue adversely impacting project schedules, cost, time, or quality shall be brought to the attention of the EPA CL-COR and appropriate TOCOR immediately, or within one business day.	100% of active task orders (TO) will be reviewed by the EPA TOCOR (via the monthly progress report) to identify unreported issues. The EPA TOCOR will report any issues to the EPA CL-COR who will bring the issue(s) to the Contractor’s attention through the CO.	Two or more incidents per contract period where the contractor does not meet the measurable performance standard will be considered unsatisfactory performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations . Fewer than two incidents per contract period where the contractor does not meet the measurable performance standard will be considered satisfactory or better performance and will be reported as such in the CPARS Performance Evaluation System under the category of Business Relations.
Cost Management and Control: The contractor shall monitor, track, and accurately report level of effort, labor cost, other direct cost, and fee expenditures to EPA through progress reports and approved special reporting requirements. The contractor shall assign an appropriate level of skilled personnel	The contractor shall manage costs to the level of the approved ceiling on each individual TO. The contractor shall notify the TOCOR, CL-COR, and CO when 85% of the approved funding ceiling for any particular TO is reached. If a contractor fails to manage and control cost, any resultant overrun cannot exceed the total contract obligation for that period.	100% of the active TOs under the contract will be reviewed by the CL-COR and appropriate TOCOR monthly (via meetings, monthly progress reports & milestones established for each deliverable) to compare actual versus projected expenditures. The	If the contractor does not meet the measurable performance standards per contract period it will be assigned a rating of Unsatisfactory in CPARS under the category of Cost Control . A satisfactory or better rating will be reported in the CPARS Performance Evaluation System under the category of Cost Control if the contractor meets the measurable performance standards and

Performance Requirement	Measurable Performance Standards	Surveillance Method	Incentives/Disincentives
to all tasks, practice and encourage time management, and ensure accurate and appropriate cost control.		EPA CL-COR shall review the contractor's monthly progress reports and request the TOCOR's verification of expenditures before authorizing invoice payments.	accurately reports the costs in the progress reports according to the requirements in the "Reports of Work" attachment to the RFP.
Timeliness: The Contractor shall provide services and submit deliverables in accordance with approved task order schedules.	Services and deliverables shall be in accordance with schedules stated in each task order. Unless amended or modified by an approved EPA CO action, a deliverable that is received past the due date will be considered unsatisfactory performance.	EPA will closely monitor task milestones and deliverable schedules and shall notify the Contractor when it becomes apparent that an established schedule will not be met. EPA will review any special reporting requirements to compare actual delivery dates against those approved by the CO.	Overall, an annual on time performance standard of at least 90% (considering all required deliverables under all task orders during the year in question) will be considered acceptable. A performance level of less than 90% will result in an unsatisfactory rating under the category of Schedule in the Contractor Performance Assessment Reporting System (CPARS).
Quality of Technical Analysis: The analyses conducted by the Contractor shall be factual and defensible and based on sound science. All data shall be collected from reputable sources and quality assurance measures shall be conducted in accordance with Agency requirements, the Contractor's Quality Management and Quality Assurance Plans, and any additional requirements outlined in individual task orders. Any work requiring Contractor-provided options or recommendations shall include the rationale used	All analyses conducted for the EPA by the contractor shall be factual, defensible, and based on sound science. Deliverables shall meet or exceed QA standards set forth for each project, and shall follow minimum protocols for data integrity.	The appropriate EPA TOCORs will review all analyses conducted by the contractor and will independently consider their merit.	<p>If, after reviewing the contractor's analysis, the EPA TOCOR determines that the content is not factual, defensible, and based on sound science, the contractor's performance will be reported as unsatisfactory in the CPARS under the Quality of Services element.</p> <p>If, after reviewing the contractor's analysis, it is determined there are no areas lacking (i.e: content is factual, defensible, and based on sound science), the contractor's performance will be reported as satisfactory or better performance in the CPARS under the Quality of Services element.</p>

Performance Requirement	Measurable Performance Standards	Surveillance Method	Incentives/Disincentives
in selecting the option/recommendation and all other options and considerations.			

ATTACHMENT 4

LABOR CLASSIFICATION STANDARDS

(a) Professional:

1. Professional Level 4 (PL-4) - Plans, conducts, and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Manager, Principal Scientist, Microbiologist, Physiologist, Toxicologist, Sr. Chemist, Biologist, Statistician
Normal Qualifications: Ph.D. Degree or equivalent (see paragraph (b)(1))
Experience: minimum of 10 years

2. Professional Level 3 (PL-3) - Under general supervision of program manager or senior management, plans, conducts, and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs lower level staff, reviews progress and evaluates results, makes changes in methods, design, or equipment where necessary. Operates with some latitude for unreviewed action or decision.

Typical Title: Pharmacokinetic Modeler, Environmental Health Scientist, Sr. Toxicologist, Environmental Scientist, Microbiologist, Chemical Engineer, Computer Modeling Specialist, QA Officer, Statistician
Normal Qualifications: Master's Degree or equivalent (see paragraph (b)(2))
Experience: 6 years or more

3. Professional Level 2 (PL-2) - Under supervision of a program manager or senior management, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignments; may coordinates the activities of lower level staff. Tasks are varied and require some originality of thought and ingenuity.

Typical Title: Jr. Toxicologist, Editor (Scientific), Information Retrieval Specialist, Program Analyst, Database/Computer Programmer, Jr. Biologist, Jr. Statistician
Normal Qualifications: Bachelor's Degree or equivalent (see paragraph (b)(3))
Experience: 3 years or more

4. Professional Level 1 (PL-1) - Lowest or entering classification. Works under close supervision of project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated tasks where little evaluation is required.

Typical Title: Librarian, Editor (Proofreader), Information Clerk/Aide
Normal Qualifications: Bachelor Degree or equivalent (see paragraph (b)(3))
Experience: 0 years

(b) Experience/Qualification Substitution

(1) **Ph.D. Degree:** A Master's Degree or higher plus any combination of additional experience (beyond the minimum experience requirement of a P4) and/or graduate level study in the proposed field of expertise totaling four years, or a Bachelor's Degree plus any combination of additional experience (beyond the minimum experience requirement for a P4) and/or undergraduate level study in the proposed field of expertise totaling six years. (No other equivalent combinations apply)

(2) **Master's Degree:** A Bachelor Degree plus any combination of additional years of experience (beyond the minimum experience requirement of a P3) and/or graduate level study in the proposed field of expertise totaling four years. (No other equivalent combinations apply)

3) **Bachelor's Degree:** Any combination of additional years of experience (beyond the minimum experience requirement of a P2 or P1) in the proposed field of expertise and/or full time college level study in the particular field totaling four years. (No other equivalent combinations apply)

NOTE: Each year of graduate level study in an appropriate field will be considered equal to a year of experience. This will be on a one-to-one basis

ATTACHMENT 5**CONTRACTING OFFICER ADDED PROVISIONS/CLAUSES****SECTION B**

B-3 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. (DEVIATION) (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
TO BE COMPLETED AT CONTRACT AWARD	[]	[]	[]	[]

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Contracting Officer's Representative (COR). The Government shall pay the Contractor at rates in effect when the work is performed by the Contractor. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

SECTION H

H-7 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-TIME AND MATERIALS OR LABOR HOUR CONTRACT. (APR 1984)

The Government has the option to extend the term of individual task orders issued under this contract for the additional period(s) identified in those respective task orders. If more than 60 days remain in the contract's and that particular task order's period of performance, the Government, without prior written notification, may exercise this option by issuing a modification to the task order at issue. To exercise this option within the last 60 days of the contract's and that particular task order's period of performance, the Government must provide to the Contractor written notification prior to that last 60-day periods of performance of the contract and the task order. This preliminary notification does not

commit the Government to exercising any options at the task order level. Use of an option will result in the following task order modifications:

- (a) The "Period of Performance" clause will be amended consistent with the period(s) of performance identified in the applicable Task Orders:

Period	Start date	End date
TBD IN APPLICABLE TASK ORDERS	TBD IN APPLICABLE TASK ORDERS	TBD IN APPLICABLE TASK ORDERS

- (b) During the option period(s) the Contractor shall provide the services described below:

Period	Attachment
TBD IN APPLICABLE TASK ORDERS	TBD IN APPLICABLE TASK ORDERS

- (c) The task order will be modified to reflect the ceiling prices for each option period.

SECTION M

CUSTOM PROVISION EVALUATION OF OPTION TO EXTEND SERVICES

For purposes of evaluating the price of the Government's Option to Extend Services (FAR 52.217-8), the Government will add half of the offeror's proposed total Direct Costs and half of the offeror's proposed Other Direct Costs for the final year of the contract to the overall contract price. Offerors shall not submit a separate price for the potential six-month Option to Extend Services. Evaluation of the Government's Option to Extend Services will not obligate the Government to exercise the option. If the Government does exercise the Option to Extend Services, the rates and fees that apply to the extension(s) shall be those in effect when the Government provides notice of its intent to exercise its Option to Extend Services.